

SOLICITATION/CONTRACT FOR OR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 22, 24, & 30

1. ACQUISITION NAME

PAGE 1 OF 19

2. CONTRACT NO.
SP0300-00-D-2978

3. DATE OF CONTRACT
MAY 28 2000

4. ORDER NUMBER

5. SOLICITATION NUMBER
SP0300-99-R-4014

6. SOLICITATION NAME
DATE
MAY 27, 1999

7. FOR SOLICITATION
FORMATION CALL:

8. NAME
M. STEFFANI OR S. MEMINGER

9. TELEPHONE NUMBER (Do not enter only)
(215) 737-4299

10. OFFER DATE
LOCAL TIME
JULY 14, 1999

11. ISSUED BY

CODE SP0102

DEFENSE SUPPLY CENTER PHILADELPHIA
DIRECTORATE OF SUBSISTENCE
BLDG 6
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092
DSCP-HFVH

12. THIS ACQUISITION IS

☒ UNRESTRICTED

☐ SET ASIDE

☐ SMALL BUSINESS

☐ SMALL DISADV. BUSINESS

☐ N/A

13.

14. STANDARD:

11. DELIVERY FOR PER
SUBSTITUTION UNLESS BLOCK IS
MARKED

☐ SEE SCHEDULE

12. THIS CONTRACT IS A RATED ORDER
DPAS (15 CFR 700)

13. RATING

N/A

14. THIS ACQUISITION IS

☐ RFP

☐ IFB

☒ RFQ

12. DISCOUNT TERMS
NET

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

SEE PAGE 2

SAME AS BLOCK 9

17a. CONTRACTOR
OFFENDER

CODE

000009

FACILITY CODE

000009

Lankford Sysco Food Services, Inc.
P.O. Box 477
Pocomoke City, Md. 21851-0477
TELEPHONE NO. 410-97-124

18a. PAYMENT WILL BE MADE BY

DFAS - COLUMBUS CENTER
ATTN: DFAS-CO-SEP
P. O. Box 182317
COLUMBUS, OH 43218

CODE

S33150

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK 18a IS

☐ SEE ADDENDUM

CHECKED

19.
ITEM NO.

20. SCHEDULE OF DELIVERIES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

SUBSISTENCE PRIME VENDOR FOR
NORTH CAROLINA ZONE MILITARY AND
FEDERAL CUSTOMERS

THIS IS AN INDEFINITE QUANTITY CONTRACT WITH A ONE YEAR BASE TERM, 4(1) YEAR OPTIONS
CONTRACT PERIOD: JUNE 4, 2000 THROUGH JUNE 2, 2001 - BASE YEAR

25. ACCOUNTING AND APPROPRIATION DATA

SG 97X4930.5CS0 01 26.0 S33150

26. TOTAL AWARD AMOUNT (For Base Year Only)
\$ 25,100,000.00 (EST.)
BASE YEAR ONLY

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-6 ARE ATTACHED. ADDENDUM

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDUM

☐ ARE
☒ ARE NOT ATTACHED.
☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN

TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED
HEREIN AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

COPIES

29. AWARD OF CONTRACT: REFERENCE

SP0300-99-R-4014 OFFER

☒ DATED 7/14/00 YEAR OFFER OR SOLICITATION BLOCK

29b. INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO
ITEMS:

30a. SIGNATURE OF CONTRACTOR

31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER

30b. NAME AND TITLE OF SIGNED (TYPE OR PRINT)

30c. DATE SIGNED

President & CEO

7/14/99

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

MAUREEN STEFFANI

31c. DATE SIGNED

3/28/00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED

☐ INSPECTED

☐ ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT
AS NOTED

32. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

☐ PARTIAL

☐ FINAL

36. PAYMENT

☐ COMPLETE

☐ PARTIAL

☐ FINAL

36. SUB ACCOUNT NUMBER

36. SUB VOUCHER NUMBER

37. CHECK NUMBER

40. PAID BY

38a. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

38b. DATE SIGNED

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

SIGNATURE AND TITLE OF CERTIFYING OFFICER

41b. DATE SIGNED

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE REC'D (Month/Day/Year)

PerFORM (SLA)

STANDARD FORM 1448 (26) (10-95)
Prescribed by GSA FAR (48 CFR) 53.212

LANKFORD-SYSCO FOOD SERVICES, INC.

The following amendments, referenced on Page 1, are hereby incorporated as part of this contract:

- Amendment 0001 dated June 21, 1999
- Amendment 0002 dated June 29, 1999
- Amendment 0003 dated July 1, 1999
- Amendment 0004 dated July 7, 1999
- Amendment 0005 dated August 26, 1999
- Block 17b. REMIT TO ADDRESS: Same address as in Block 17a.

The following represents a brief summary of the contract's terms and conditions, including, but not limited to, the identified contractor's enhancements.

SUPPLIES OR SERVICES AND PRICES

- CUSTOMERS:
 - CAMP LE JEUNE, NC
 - FORT BRAGG, NC
 - MCAS CHERRY POINT, NC
 - SEYMOUR JOHNSON AFB, NC
 - POPE AFB, NC
- ITEMS: Total Food and Beverage Support for DOD and non-DOD customers.
Not included in this contract: Fresh Fruit and Vegetables, Fresh Milk and Fresh Bread and Bakery Products and "branded" Bag in Box Soda.

LANKFORD-SYSCO FOOD SERVICES, INC.

- **DELIVERY:** Delivery shall occur no more than 48 hours after order placement unless otherwise specified by customer.
- **FILL RATE:** 98% Without Substitutions
- **CONTRACT TERM:** One (1) year Base Term with Four (4) One year options:
Base Term: June 4, 2000 through June 2, 2001
- **CONTRACT TYPE:** Indefinite Quantity Contract – Firm Fixed Price

This contract contains a guaranteed minimum of 10% of the estimated dollar value. The estimated dollar value of the base term of the contract is \$25.1 million. The maximum ceiling will be 125% of the estimated dollar value. In the event of emergency and/or mobilization, the government reserves the right to unilaterally execute an alternate maximum ceiling of 150% of the estimated dollar value.

To the extent that customers do not meet their estimated dollar purchases, the Contracting Officer reserves the right to add more than 25% of additional business equivalent to the percentage of unused business.

- **PRICING:** Firm Fixed Price

All pricing will be firm at time of order.

All Unit Prices shall be formulated in accordance with Clause 52.212-4(t).

The Unit Price is calculated by adding the "Delivered Price" and the "Distribution Price".

Delivered Prices will be updated weekly (on Friday) and will be effective from Monday through Sunday.

Unit Prices may not extend beyond two (2) places after the decimal point.

If the government determines to invoke the options, the distribution prices remain unchanged in accordance with Lankford-Sysco's offer.

THE DISTRIBUTION PRICES FOR FOOD AND BEVERAGE ITEMS ARE LISTED ON THE FOLLOWING PAGES.

NORTH CAROLINA ZONE

Category	PRODUCT DESCRIPTIONS	Distribution Fee
	Precut Steaks	
1	Raw Top Butt 1184, Strip Loin 1180 Rib Eye Roll 1112, Lip On Rib Eye 1112A, T-Bone Steaks, Flank Steak, Ball-Tip, Raw Veal & Lamb, Candian Bacon.	
	Roast & Specialties	
2	Boneless Turkey Roast, Stew Beef, Salisbury Steak.	
3	Fresh Bone In & Bnls Raw Ham, Beef & Pork Round & Roast	
4	Raw Unbreaded Chopped & Formed Beef and Veal Steak, Braising Steak, Layout & 1lb Bacon, Diced Pork, Whole Turkey, Turkey Roll, Cooked Chicken Wings, Pork Chops	
5	Ground Beef Bulk & Patties, Canned Ham, Ham Hocks, Pigs Feet, Bulk Bacon, Breaded Formed Pre-Portion Steaks w/TVP (Veal, Beef, Pork & Chicken)	
6	Raw Breaded Chicken Parts, Calf Roast, Sliced Liver, Steamship Round, Beef, Pork & Turkey Sausage Links, Hot Dogs, Precooked Bone-in Breaded Chicken	
7	Bologna, Chitterlings, Cornish Game Hens, IQF Raw Chicken, Ground Chicken & Turkey, Raw Pork Spare Ribs 3-1/2 & down, Raw Pure Pork Sausage Bulk & Patties.	
8	Raw, Whole, CVP Cut-Up & Bulk Chicken.	
9	Specialty Cut Cooked, Cubed & Sliced i.e. Ham, Chicken, Corned Beef & Roast Beef, Philly Steaks, Chicken Fried Steaks, Chicken Tenders & Nuggets, Ham (Virginia, Buffet Style, Bnls & Bone-In Cooked, Spiral Cut), Bone-in & Bnls Pork Loins, Whole Muscle Breaded & Unbreaded Beef, Pork & Chicken Steaks, Canadian Bacon, Raw Boneless Chicken Breast, Pepperoni, Lunchmeat, Salami, & Pastrami. "Mighty Rib" Ribettes,	
10	Primal Loin Cut Strips, Tenders, Butts; Raw & Cooked Turkey Breast, Beef Short Ribs, Ckd Sausage, Pure Bacon Bits, Turkey & Whole Hog Sausage Links & Patties, Baby Back Ribs, Fajitas, Beef Ribs, Duck, Rabbit, Meatballs, Beef Kielbasa, Polish, Italian & Bratwurst Sausage, Prime Rib, Dried Beef.	
	Fish	
11	Peeled & Deveined Unbreaded Shrimp, Raw & Breaded Oysters, Clams & Scallops	
12	Premium Fish, Whole & Portioned Fillet, Raw & Breaded (i.e. Trout, Orange Roughy, Haddock, Pike, Red Fish, Snapper, Salmon, Catfish, Calimari, Imitation Crab, Sole, Halibut & Cod)	
13	Standard Fish Whole & Portioned Fillets, Raw & Breaded (i.e Perch, Pollock & Whiting)	

NORTH CAROLINA ZONE

2/28/2000
Attachment 1

Category	PRODUCT DESCRIPTIONS	Distribution Fee
14	Whole Lobster, Lobster Tails, Crab Legs, Raw Unpeeled Shrimp & Breaded Shrimp.	
	Appetizers & Prepared Entrees	
15	Frozen Appetizers, Cordon Bleu Stuffed Breast, Tray Entrees, Pizza Crust, Pre-Cooked Sausage Patties & Bacon	
	Frozen Baked Bread Specialties	
16	Baked Bagels (Regular & Flavored), Biscuits, Tortillas, Donuts, Muffins, Danish, Precooked Waffles, French Toast, Frozen Pancakes, Cookie Dough	
17	Loaf Bread Baked	
18	Frozen Vegetables & Hash Browns	
19	French Fries (Standard Cut)	
20	Standard Pack & IQF Frozen Fruits, Raw Bread Doughs, Onion Rings & Speciality Potatoes	
21	Sheet Cake, Layer Cake, Cheesecake, Specialty Pies, Fruit Pies, Gourmet Pies & Fruit Cobbler	
22	Canned Entrees and Canned Fish	
23	Egg Rolls, Corn Dogs, Burritos, Tamales, Pizza & Enchiladas	
24	Single & Double Sandwich Meals	
25	Cheese Bulk, Refrigerated Prepared Fruit & Prepared Salads, Butter Readdies	
26	Bulk Butter, Margarine, Cheese (Sliced, Diced, Shredded), Dry Milk	
27	Eggs: Frozen & Fresh	
28	Milk, Yogurt & Ice Cream - gallon and Yogurt - individuals by case	
29	Pasta & Flour Products	
30	Salt, White Sugar, Plain White Rice	
31	Cookie, Cake, Brownie, Pancake, Biscuit and Bread Mixes by Bag/Can or Box	
32	Cold Cereals: Individual Box Pack	
33	Bulk Salad Dressing, Mayonnaise, Mustard, Salad Oil	
34	Dehydrated Vegetables, Dehydrated Garlic, Dehydrated Onions, Dehydrated Sliced & Diced Potatoes, Dry Milk, Bread Crumbs, Croutons, Speciality Rices, Converted Perfected Long Grain Rice, Imitation Bacon Bits & Dry Beans	

NORTH CAROLINA ZONE

Category	PRODUCT DESCRIPTIONS	Distribution Fee
35	Standard Packet Items (Syrup, Ketchup, Mustard, Jelly, Salt & Pepper, under 1oz Dressing), Individual Bagged Potato Chips, Corn Chips, Cheetos, Tortilla Chips.	
36	Taco Shells, Premium Packets (Creamers, Peanut Butter, Sugar, Sugar Substitute, 1 oz Jam, Honey, Dressings- 1oz & 1 1/2oz.), Cereal (Hot, Bowl Pack, Bulk),	
37	Canned Fruits, Instant Canned Potatoes, Tomato Paste, Mushrooms, Pimientos, Asparagus	
38	Standard Canned Vegetables	
39	Pie Filling #10, Pie Fruit, Pudding, Icing Mix, Ind Hot Chocolate, Ind Tea Bags, Extracts, Gelatin, Dry Desserts, Bulk Jellies, Bulk Jams, Bulk Preserves, Bulk Peanut Butter, Gravy & Soup Bases, Fountain Toppings, Karo Syrup, Molasses, Nuts, Candy, Vinegar, Spices, Sauces (canned & bottled), Honey, Powdered Sugar, Brown Sugar, Peppers, Olives, Relish and Pickles	
40	Canned Juice & Bottled Water	
41	Individual Boxed Juice Flavored Drinks	
42	Pancake Syrup, Canned, Dry & Frozen Soups, Dry & Liquid Drink & Juice Bases & Mixes, Yeast, Baking Powder, Baking Soda, Cookies, Crackers, Dry Fruit, Canned & Bottled Ketchup, Individual Soda, Gallon Flavored Dressings(French, Italian, etc.), Bottled Salad Dressings.	
43	Canned Liquid Shortening, Solid Shortening	
44	Frozen Juice Concentrate & Hand Mixed	
45	Frozen Dispenser Juices, Bag-in-Box Juice Drinks, Fountain Syrups, Tea	
46	Small Container Real Juice 5-12 oz	
47	Coffee, ground	
48	Coffee, liquid and Other Frozen Dispenser Beverages	
49	Other Frozen, Refrigerated and Dry	
50	Non-Foods (Paper, Chemicals and Disposables)	

LANKFORD-SYSCO FOOD SERVICES, INC.

The following services offered by Lankford-Sysco Food Service exceed solicitation requirements and are incorporated into contract:

- **Dedicated representative in all logistical areas of the company to include: Executive Management, Military Department, In house Customer Service, Local Field Representative, Drivers and Accounts Receivable.**
- **Participation in Customer Quarterly Menu Board Meetings, product demonstrations, training of customer in use of product, and product cuttings.**
- **Cases will be broken on items without charge.**
- **Acceptance of add-on, cancellations up to 3PM day prior to delivery at no additional charge.**
- **Same day emergency delivery**
- **Minimum Case Requirement: There is NO Minimum Case Movement**
- **Surge and mobilization : Lankford Sysco will provide 150% of requirements immediately, 200% within 1 week and 300%+ within 2 weeks for an indefinite period of time.**
- **Rebates/Discounts: Customer will receive additional allowances/discounts via STORES catalog price.**
- **Mentoring Business Agreements: A total of five (5) Small businesses have entered into a Mentoring Agreement with Lankford Sysco.**

DESCRIPTION/SPECIFICATIONS

- **ORDERING SYSTEM:**

All customers will utilize the government's electronic ordering system, STORES.

The first order of this contract will take place June 4, 2000 and continue for one (1) year.

- **PLACEMENT OF ORDERS:**

Orders will be placed with the prime vendor via STORES so that delivery can be made to accommodate a skip day delivery cycle.

LANKFORD-SYSCO FOOD SERVICES, INC.

- **CUTOFF TIME:**

Orders should be placed prior to 2:00 P.M., two (2) days prior to the required delivery date. Example: Orders placed by 2:00 P.M. on Monday will be delivered by Wednesday. This time is subject to change based on mutual consent between the customer and the prime vendor.

PACKAGING, MARKING AND LABELING

- All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- Semiperishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- All meats, poultry, and seafood will be vacuumed packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.
- All fresh poultry items will be packed in ice packed cartons or gasflush cartons.
- All fresh seafood items will be in ice packed cartons.
- Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting.
- Standard commercial precautionary markings such as "Keep Frozen", "Keep Refrigerated", etc. shall be used on all cases when appropriate to ensure that the carrier and the receiving activity properly handle and store items.
- To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semiperishable, shelf stable items, open dating is preferred. But code dating is acceptable. For items other than semiperishable, shelf stable products must have

LANKFORD-SYSCO FOOD SERVICES, INC.

readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar markings.

- Products for individual customers/dining facilities shall be segregated.

INSPECTION AND ACCEPTANCE

- Inspection and acceptance of products will be performed at destination. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered.
- Inspection is limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military veterinary inspector, dining facility manager, or the food service advisor.
- All deliveries are subject to military veterinary inspection including inspection of delivery vehicles for cleanliness and condition.
- Three (3) copies of the delivery ticket/invoice must accompany each shipment. All overages/shortages/returns are to be noted on the delivery ticket/invoice by receiving official and truck driver. The delivery ticket/invoice shall be annotated to reflect the items that were rejected by adjusting the quantity and dollar value. The total dollar value of the invoice must also be adjusted.
- Two (2) copies of the signed and annotated delivery ticket(s)/invoice(s) will serve as the acceptance document.

DELIVERIES AND PERFORMANCE

- FOB TERMS: FOB Destination
- The following is designated as the plant location for the performance of this contract:

Lankford-Sysco Food Services, Inc.
P. O. Box 477
Pocomoke Citry, MD 21851-0477

- The shipping point designated for performance of this contract is the same as the plant location identified above.
- Add-ons or cancellations to an existing order may be made up until 3:00 P.M., the day prior to the required delivery day.

LANKFORD-SYSCO FOOD SERVICES, INC.

- Deliveries shall normally be made 48 hours after the order is placed with the prime vendor, or at a later date, as specified by the customer.

CONTRACT ADMINISTRATION DATA

ADMINISTRATION:

- Administration of the contract will be performed by DSCP Philadelphia. Administration of the delivery orders will be performed by the customer.
- The Small Business and Small Disadvantaged Business Subcontracting Plan submitted by Lankford-Sysco is accepted. The plan is incorporated into this contract. DCMC Baltimore is assigned all administrative duties associated with the Small Business and Small Disadvantaged Business Subcontracting Plan as provided under Clause 52.219-9 "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan".
- Socioeconomic Considerations: Lankford Sysco's goal for subcontracting to Small Business – 30% , to Small Disadvantaged Business – 5%, to Women Owned Small Business – 4%, and to HUB Zone Small Business – 1%.

LANKFORD-SYSCO'S SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN IS ON THE FOLLOWING PAGES.

IV. SOCIOECONOMIC CONSIDERATIONS**SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN**

DATE: July 14, 1999

CONTRACTOR: Lankford-Sysco Food Services, Inc., Inc.
 ADDRESS: P.O. Box 477
 Pocomoke City, Maryland 2181-0477

SOLICITATION OR CONTRACT NUMBER: SP0300-99-R-4014

ITEM/SERVICE: Full Food Line Distributor - North Carolina Zone

The following is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of the solicitation:

1.

The following percentage goals expressed in terms of a percentage of total planned subcontracting (supplier) dollars are applicable to the contract awarded under the solicitation cited above.

Small business concerns: 30 % of total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns, subject however to the limitation set forth in paragraph 1(b) below. This goal should equate to the following dollar amounts:

	BASE 30%	OPTION 1 30%	OPTION 2 30%	OPTION 3 30%	OPTION 4 30%
Total estimated to be Subcontracted (cumulative)	25,100,000	50,200,000	75,300,000	100,400,000	125,500,000
Small Business Goal (cumulative)	7,530,000	15,060,000	22,590,000	30,120,000	37,650,000

Small disadvantaged business concerns: 5 % of total planned subcontracting dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by socially and economically disadvantaged individuals, subject, however to the limitation set forth in paragraph 1(b) below.

This goal should equate to approximately the following dollar amounts:

	BASE 5%	OPTION 1 5%	OPTION 2 5%	OPTION 3 5%	OPTION 4 5%
Total estimated to be Subcontracted (cumulative)	25,100,000	50,200,000	75,300,000	100,400,000	125,500,000
Small Disadvantaged Business (cumulative)	1,255,000	2,510,000	3,765,000	5,020,000	6,275,000

Woman-owned small business concerns: 4 % of total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by women, subject, however to the limitation set forth in paragraph 1(b) below. This goal should equate to approximately the following dollar amounts:

	BASE 4%	OPTION 1 4%	OPTION 2 4%	OPTION 3 4%	OPTION 4 4%
Total estimated to be Subcontracted (cumulative)	25,100,000	50,200,000	75,300,000	100,400,000	125,500,000
Women-Owned Small Business (cumulative)	1,004,000	2,008,000	3,012,000	4,016,000	5,020,000

Hub Zone business concerns: 1% of our total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns located in hub zones. This goal should equate to approximately the following dollar amounts:

	BASE 1%	OPTION 1 1%	OPTION 2 1%	OPTION 3 1%	OPTION 4 1%
Total estimated to be Subcontracted (cumulative)	25,100,000	50,200,000	75,300,000	100,400,000	125,500,000
Hub Zone Business Concerns (cumulative)	251,000	502,000	753,000	1,004,000	1,255,000

Total subcontracting goals should equate to the following:

	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Total estimated to be Subcontracted	\$ 25,100,000	\$ 50,200,000	\$ 75,300,000	\$ 100,400,000	\$ 125,500,000
Small Business Goal (cumulative)	\$ 7,530,000	\$ 15,060,000	\$ 22,590,000	\$ 30,120,000	\$ 37,650,000
Large Business (cumulative)	\$ 17,570,000	\$ 35,140,000	\$ 52,710,000	\$ 70,280,000	\$ 87,850,000
Regular Small Business (cumulative)	\$ 5,020,000	\$ 10,040,000	\$ 15,060,000	\$ 20,080,000	\$ 25,100,000
Small Disadvantaged Business (cumulative)	\$ 1,255,000	\$ 2,510,000	\$ 3,765,000	\$ 5,020,000	\$ 6,275,000
Women-Owned Small Business (cumulative)	\$ 1,004,000	\$ 2,008,000	\$ 3,012,000	\$ 4,016,000	\$ 5,020,000
Hub Zone Business Concerns (cumulative)	\$ 251,000	\$ 502,000	\$ 753,000	\$ 1,004,000	\$ 1,255,000

The following principal product categories will be subcontracted (supplied) under this contract. For each product category listed below, we have estimated and listed next to each product category the source availability from small, small disadvantaged, small women-owned and large concerns as follows:

Fresh and Frozen Meat Items: Large Business, Small Business, Small Disadvantaged Business, and Small Women-Owned Business.
Frozen Fish Items: Large Business, Small Business, Small Disadvantaged Business, and Small Women-Owned Business.
Frozen Fruit and Vegetables: Large Business and Small Business, Small Disadvantaged Business, and Small Woman-Owned Business.
Produce: Large Business and Small Business.
Frozen Specialty Items: Large Business, Small Business, Small Disadvantaged Business and Small Women-Owned Business.
Canned Fruits, Vegetables, Cereals and Specialty Items: Large Business, Limited Number of Small Business.
Dry Goods, Food service Products: Large Business, Small Business, Small Disadvantaged Business, and Small Women-Owned Business.

The only "subcontracting" available to the Contractor is the purchase by the Contractor of the products to be distributed to the facilities under this contract. Such purchases are made without any formal bidding procedures and, for the most part, without written agreements. The Contractor agrees to use reasonable and good faith efforts to meet the goals for subcontracting (from suppliers) set forth above. This is to be accomplished through identifying, documenting and utilizing small business concerns, small disadvantaged business concerns, and women-owned small business concerns to supply all types of products to be distributed by the Contractor to the North Carolina Zone facilities. In large part, however, the vendors that the Contractor uses will be dictated by the ordering choices of the North Carolina Zone facilities.

The following method was used in developing our subcontracting goals: The goals above were established with respect to companies from which the Contractor will purchase products for sale to the North Carolina Zone facilities because purchasing of the food service products is the only area available for subcontracting under this contract. Lankford-Sysco purchases thousands of different products from various manufacturers that are large, small, small and woman-owned, and small and disadvantaged. The Contractor has not yet identified the exact products that the Contractor may purchase from small business concerns, small disadvantaged business concerns, and/or small women-owned business concerns.

The Contractor will use reasonable, good faith efforts to meet the goals set forth above. Since we are unable at this time to identify the types and volume of the products to be purchased, a system, as outlined in this plan, has been developed to assist us in achieving our documentation and goal achievement.

Methods of Identifying Small Business Sources

In the formulation of our goals a great deal of thought was given to how we might meet the aims proposed. We have contacted the National Small Business Administration for a listing of small, small disadvantaged and woman-owned small business firms who manufacture institutional food service products. We have also talked with brokers who represent small, small disadvantaged and small woman-owned food service manufacturers.

Outreach efforts will be made as follows:

- Contacts with minority and small business trade associations.

- Contacts with business development organizations.

- Attendance at small and minority or woman-owned business procurement conferences and trade fairs.

- The Contractor agrees to utilize the following sources to enhance its ability to source the small businesses needed to meet its goals:

 - The new Government SBA Pro-Net web site

 - George Mason University P.T.A.P., Entrepreneurship Center, Mentor-Protégé Program Office

 - The Procurement Automated Source System (PASS) of the Small Business Administration

 - The National Minority Purchasing Council Vendor Information Service

 - The Research and Information Division of the Minority Business

 - Development Agency in the Department of Commerce

 - Small and small disadvantaged business concerns & trade associations

• The Contractor, as part of our DSCP reporting requirements, will designate the type of business and size of product sold by code letter: L= Large, S= Small, SDB= Small Disadvantaged, WO= Women-Owned, HZ= Hub Zone, depicting the dollar value of items purchased in descending order. These reports will inform us of the high volume items the facility is purchasing so that we might try to source small, woman-owned and/or disadvantaged firms to supply those items to our company. The difficulty experienced is in sourcing small woman-owned and/or small disadvantaged firms that manufacture food service products that are competitive with larger firms. This fact influenced our smaller goals for those two classifications.

We will initially try to utilize manufacturers that we believe are small, small and disadvantaged, or small woman-owned to provide the products we believe the North Carolina Zone facilities will purchase. Thereafter, we intend to use the attached sample sign-off form to determine the manufacturer size and will try to source small women-owned and small disadvantaged businesses for some of the higher volume items.

Our plan does not anticipate counting indirect costs as part of our small business goal.

2. The following individual will administer the subcontracting program:

NAME: Mr. Joe Barton
ADDRESS: Lankford-Sysco Food Services, Inc., Inc.
P.O. Box 477
Pocomoke City, Maryland 21851-0477
PHONE: (401) 677-5553
TITLE: Senior Vice President

SIGNATURE: _____

This individual's specific duties, as they relate to the Contractor's subcontracting program, are as follows:

General overall responsibility for this Small, Small Disadvantaged, and Woman-Owned Small Business Subcontracting Plan and for monitoring performance relative to the contractual subcontracting requirements contained in this plan, including, but not limited to:

Developing and maintaining lists of potential small, small disadvantaged and woman-owned small business concerns from which products may be purchased.

Developing business with small, small disadvantaged and woman-owned small business concerns for products or services that they are capable of providing.

Ensuring the establishment and maintenance of records of subcontract activity.

Attending or arranging for attendance of Contractor representatives at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.

Monitoring attainment of proposed goals.

Preparing and submitting periodic subcontracting reports required.

Coordinating Contractor's activities during any compliance reviews by federal agencies.

Coordinating Contractor's activities involving its small, small disadvantaged and woman-owned small business subcontracting program.

The following efforts will be taken to assure that small, small disadvantaged and woman-owned small business concerns will have an equitable opportunity to compete for subcontracts. The following internal efforts will be made to guide and encourage Lankford-Sysco merchandisers.

- (a) The Contractor will mentor small, small disadvantaged, and woman-owned small business firms on how to do business by demonstrating how to pack, size, develop and ship the product required.
 - (b) The Contractor will provide additional help to those subcontractors, where required, in assisting them in competing for available subcontracts.
1. The Contractor agrees that the clause entitled "Utilization of Small, Small Disadvantaged and Woman-Owned Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities. All subcontractors (except small business concerns) who receive subcontracts of \$500,000 or more will be required to adopt and comply with a subcontracting plan similar to this one.
 2. The Contractor agrees to (i) Cooperate in any studies or surveys as may be required. (ii) Submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan. (iii) Submit SF294 and SF295 reports twice yearly. (iv) Will require where applicable, our subcontractors to complete forms SF294 and SF295.
 3. The Contractor agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan (these records may be maintained on a plant-wide or company-wide basis unless otherwise indicated):
 4. Source lists, guides, and other data that identify small and small disadvantaged, or woman-owned small business concerns.
 5. Organizations contacted in an attempt to locate sources that are small, small disadvantaged or woman-owned small business concerns.
 6. Records of any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, small disadvantaged and woman-owned small business sources.

7. Records will be maintained where applicable of any subcontract solicitation resulting in an award of more than \$100,000 indicating:

- (a) Whether small business concerns were solicited and if not, why not;
- (b) Whether small disadvantaged business concerns were solicited and if not, why not;
- (c) Whether woman-owned small business concerns were solicited and if not, why not;
- (d) If applicable, the reason award was not made to a small business concern.

8. Records of internal guidance and encouragement provided to buyers through

- (a) Workshops, seminars, training, etc, and
- (b) Monitoring performance to evaluate compliance with the program requirements.

9. On a contract by contract basis, records to support award data submitted to the Government, including the name, address, and business size of each subcontractor.

The effective period of this subcontracting plan is from the date of the award of the contract to this Contractor under the solicitation cited above through the termination date of such contract.

LANKFORD-SYSCO FOOD SERVICES, INC.**INVOICING:**

- Each shipment shall be accompanied by three (3) copies of the invoice (an original plus two (2) copies). The receiving official should retain a copy of the invoice at the customer's location. The original invoice shall be returned to the prime vendor.

- The contractor must submit two (2) copies of the invoice, the original signed invoice and a copy to the Defense Finance and Account Service (DFAS) in Columbus, Ohio for payment. The address is noted on Page 1, Block 18a, of the contract.

- The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

DFAS-Columbus Center
Attn: DFAS-CO-SEP
P. O. Box 182317
Columbus, OH 43218

- Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

1. Contract Number, Call or Delivery Order Number, and Purchase Order Number.
2. DODAAC
3. Contract line listed in numerical sequence;
4. Item nomenclature;
5. Clearly identified and annotated changes on all copies; and
6. Total dollar value on each invoice (reflecting changes to the shipment, if applicable)

In the near future, Lankford-Sysco will invoice utilizing the electronic invoicing method.

Point of Contact For Payment Issues at Lankford-Sysco:

Ms. Nancy Marshall
Telephone: 410-677-5544